

A RESOLUTION

09-R-_____

BY FINANCE EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE McPHERSON PLANNING LOCAL REDEVELOPMENT AUTHORITY, INC.; TO ALLOW THE CITY TO ACCEPT THE SERVICES OF CONSULTANTS TO AUGMENT THE EFFORTS OF CITY STAFF IN THE RE-ZONING OF FORT McPHERSON; AND FOR OTHER PURPOSES.

WHEREAS, on February 26, 2008 the McPherson Planning Local Redevelopment Authority, Inc. (hereinafter the "Authority") signed a Memorandum of Understanding (the "MOU") with the United States Army (the "Army") reiterating the framework laid out in the Base Redevelopment and Reuse Manual dated March 1, 2006 (DoD 4165.66-M) as it relates to the disposal of surplus real and personal property at Fort McPherson, Georgia, under and pursuant to the 1990 Defense Base Realignment and Closure Act, as amended (10 U.S.C. § 2687 note) (the "BRAC Law"); and

WHEREAS, the purpose of the MOU with the Army is to delineate a framework for the Army and the Authority to work cooperatively to achieve disposition of surplus real property at Fort McPherson, located wholly within the City of Atlanta (hereinafter the "City"), under and pursuant to the BRAC Law; and

WHEREAS, Fort McPherson is scheduled to be closed by the Army by 14 September 2011; and

WHEREAS, the City and the Authority have determined that it is in the best interests of the citizens of the City to immediately commence the planning and other related activities needed to determine the most desirable re-zoning of the property known as Fort McPherson taking into consideration the Reuse Plan and the desire to protect the Historic District within Fort McPherson; and

WHEREAS, the City's Department of Planning and Community Development and the Authority agree that a combination of existing employees and a team of consultants hired by the Authority and loaned to the City could best address the Fort McPherson re-zoning; and

WHEREAS, the parties contemplate that the re-zoning can be most timely and efficiently accomplished by contracting with qualified consultants that would work on

the project full-time for 4 months in cooperation and coordination with existing City employees during their normal course work; and

WHEREAS, the Authority has applied for and received a Community Economic Adjustment Assistance grant from the federal Office of Economic Adjustment (OEA) in the amount of One Hundred Forty Thousand Six Hundred Thirty Four Dollars (\$140,634) (the "Grant Amount") for the purpose of re-zoning Fort McPherson; and

WHEREAS, the Authority has agreed to pay for and make qualified consultants available to the City for purposes of augmenting the staffing at the City in an amount not to exceed the Grant Amount for that specific purpose and pursuant to the provisions and scope of work detailed in an Intergovernmental Agreement between the City and the Authority.

NOW THEREFORE, be it resolved by the Council of the City of Atlanta as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, an Intergovernmental Agreement with the McPherson Planning Redevelopment Authority, Inc. for the acceptance by the City of the services of consultants paid by the Authority to compliment and augment the activities of the City's staff in accomplishing the re-zoning of Fort McPherson.

Section 2. The City Attorney be and hereby is directed to negotiate, prepare and/or review the agreements necessary to effect the intent of this resolution provided that such agreements are in compliance with the conditions set forth herein and provided that there is no cost to the City.

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), dated as of the ____ day of August, 2009 (the "Effective Date") is entered into by and between The McPherson Planning Local Redevelopment Authority, Inc., a public body corporate and politic duly created and validly existing under the Constitution and laws of the State of Georgia (the "AUTHORITY") and the City of Atlanta, a municipal corporation of the State of Georgia (the "CITY").

WHEREAS, on February 26, 2008 the AUTHORITY signed a Memorandum of Understanding (the "MOU") with the United States, acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing) (the "Army") reiterating the framework laid out in the Base Redevelopment and Reuse Manual dated March 1, 2006 (DoD 4165.66-M) as it relates to the disposal of surplus real and personal property at Fort McPherson, Georgia, under and pursuant to the 1990 Defense Base Realignment and Closure Act, as amended (10 U.S.C. § 2687 note) (the "BRAC Law"). The purpose of the MOU is to delineate a framework for the Army and the AUTHORITY to work cooperatively to achieve disposition of surplus real property at Fort McPherson, located wholly within the City of Atlanta, under and pursuant to the BRAC Law.

WHEREAS, Fort McPherson is scheduled to close by 14 September 2011.

WHEREAS, it is the desire and intent of the Army, after completion of the National Environmental Policy Act (NEPA) process and compliance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), to complete the property conveyance by the time of the installation closing. To that end, both parties agreed to focus adequate resources to pursue a list of actions. One of the important implementation actions under the responsibility of the AUTHORITY was the establishment of zoning for the Fort McPherson property.

WHEREAS, the MOU recognizes and both the AUTHORITY and the Army understand the importance of the pre-establishment of zoning for Fort McPherson prior to its September 2011 closing. For both parties, the zoning removes the uncertainty and reduces the risk for potential developers bidding on the purchase of properties. For the Army, the zoning would put the protective legal covenants in place to protect the historic structures within the National Historic Register District as will be mandated by the Programmatic Agreement between the US Army and the State Historic Preservation Office.

WHEREAS, the CITY and the AUTHORITY have determined that it is in the best interests of the citizens of the City of Atlanta to immediately commence the planning and other related activities needed to determine the most desirable re-zoning of the property known as Fort McPherson taking into consideration the Reuse Plan and the desire to protect the Historic District within Fort McPherson.

WHEREAS, in this connection and at the request of the AUTHORITY, the CITY provided a staffing proposal (attached hereto as Exhibit A) as a prerequisite to a contract to accomplish the Fort McPherson re-zoning suggesting that a combination of existing employees

and a team of consultants hired by the AUTHORITY and loaned to the CITY could timely address the Fort McPherson re-zoning.

WHEREAS, the parties contemplate that effecting the re-zoning by contracting with qualified consultants that would work the project full-time for 4 months and allocating the appropriate staff time, in the CITY'S ordinary course, during the week for the existing CITY employees would allow the timely completion of the re-zoning.

WHEREAS, the Authority applied for and received a Community Economic Adjustment Assistance grant from the Office of Economic Adjustment (OEA) in the amount of One Hundred Forty Thousand Six Hundred Thirty Four Dollars (\$140,634) (the "Grant Amount") for the purpose of re-zoning Fort McPherson.

WHEREAS, the CITY has offered to initiate and complete the re-zoning process for the AUTHORITY (the "Scope of Work" attached hereto) and the AUTHORITY has agreed to make qualified consultants available to the CITY for purposes of augmenting the staffing at the CITY; provided, however, that the AUTHORITY shall pay an amount no greater than the Grant Amount for that specific purpose.

WHEREAS, subject to the terms and conditions of this Agreement, the AUTHORITY will make qualified consultant's available to the CITY (subject to funding such Consultant's in an amount not to exceed the Maximum Compensation Amount) and the CITY will initiate, administer and complete the Scope of Work.

NOW, THEREFORE, in consideration of the premises herein contained, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the AUTHORITY and the CITY hereby agree as follows:

1. Consulting.

A. Services; Reporting. During the term of this Agreement, the CITY will provide, to or for the benefit of the AUTHORITY, those services set forth in the Scope of Work attached hereto as Exhibit A and by this reference made a part hereof, which services shall be provided in accordance with the appropriate professional standards; further provided that, the CITY will submit a written report to the AUTHORITY at the end of every 30 day period (with the first report commencing on September __, 2009) and more frequently as may reasonably be requested by AUTHORITY's Executive Director.

B. Staffing and Expenses. The AUTHORITY and the CITY shall jointly approve the engagement of all consultants hired by the AUTHORITY for purposes of undertaking the Scope of Work. Qualified consultants shall be identified pursuant to a public advertisement and other means of ensuring that qualified professionals are publicly made aware of the opportunity to serve as a contractor for the AUTHORITY. For all purposes hereof, said consultants shall at all times be and be deemed "independent contractors" of the AUTHORITY on loan to the CITY and not employees of the AUTHORITY or the CITY. All agreements with such persons shall

include language to this effect and such other language relating to this matter as deemed necessary or appropriate by counsel to the AUTHORITY and the CITY.

For all services to be provided by the consultants under this Agreement, the AUTHORITY will pay an amount which shall not exceed One Hundred Thirty Thousand Six Hundred Thirty-Four Dollars (\$130,634) payable in installments, each installment determined on the "percentage of completion method" (the "Maximum Compensation Amount"). Upon receiving each invoice submitted by the consultants undertaking the Scope of Work, the CITY will estimate the percentage of the total work completed and the amount of work remaining to be completed during the invoicing period, and approve or disapprove of said invoice. If the CITY disapproves any invoice, it shall immediately provide each impacted consultant with the grounds for disapproval and/or recommended modifications to the invoice to properly reflect the services performed, the amount due or other related matters. Once reviewed and approved by the CITY, the CITY shall immediately forward said invoice(s) to the AUTHORITY's Executive Director for his or her approval and payment. Invoices from the consultants shall be submitted to the CITY, and forwarded to the AUTHORITY (upon completion of the above referenced review and approval process) as soon as possible after the end of the month in which the work was completed and shall be due and payable by the AUTHORITY upon receipt and approval of the statement of the percentage of work completed by the Executive Director of the AUTHORITY. The AUTHORITY will also pay or reimburse the CITY in a total amount not to exceed Ten Thousand Dollars (\$10,000) (the "City Cost Limitation") for the reasonable and related direct costs of supplies and copier usage incurred by the CITY while rendering services pursuant to this Agreement. Reimbursable expenses shall be submitted to the AUTHORITY monthly and all reimbursable expenses and amounts owed for invoiced work performed, to the extent not in dispute, shall be payable within 30 (thirty) days of receipt.

2. Claims and Liabilities.

A. Generally. All services performed pursuant to this Agreement will be deemed acceptable to the AUTHORITY unless the CITY receives written notice of non-acceptance within 30 days of the rendering of any service under this Agreement. All invoices for out-of-pocket or other direct costs paid by the CITY to any third party in performing services pursuant to this Agreement will be deemed correct and payable in full by the AUTHORITY; provided, however, that such amounts do not cause the total payments made under this Agreement to exceed the aggregate of the Maximum Compensation Amount and the City Cost Limitation, and further provided that, the AUTHORITY will have the right to dispute such amounts with any third party vendor or contractor. All due but unpaid amounts owed to the CITY by the AUTHORITY, if any, will bear interest, compounded daily, at a rate equal to the sum of (i) three percent and (ii) the Prime Rate until paid. "Prime Rate" means the prime rate as published in the "Money Rates" table of The Wall Street Journal on the first date of the calendar quarter on which The Wall Street Journal was published in which the due date occurs and on the first such day of each subsequent calendar quarter in which the amount is unpaid.

B. Remedies. Notwithstanding any other provision of this Agreement, the AUTHORITY's remedies with respect to the CITY's liability to the AUTHORITY for errors, inconsistencies, loss or damage arising out of the CITY's performance or nonperformance of any services pursuant to

this Agreement shall include, but shall not be limited to, at the AUTHORITY's option, either (i) the correction of errors or inconsistencies of which the CITY has received written notice or (ii) where such correction is not practicable, a reasonable credit to the AUTHORITY for the monthly service charge for that particular service.

3. Confidentiality.

A. Protected Information. As a result of the CITY's activities pursuant to this Agreement, it may become aware of information concerning the AUTHORITY's land acquisition plans and activities, feasibility studies, or other information which may be properly held confidential under Georgia's Open Records Act, as and to the extent applicable, or other provisions of applicable law (collectively the "Protected Information"). The CITY acknowledges that the Protected Information is the AUTHORITY's proprietary and confidential information, and agrees that the Protected Information:

- i. is and will remain the property of the AUTHORITY;
- ii. will be treated by the CITY as confidential;
- iii. will not be used by the CITY except to carry out its obligations set forth in this Agreement; and
- iv. will not be disclosed by the CITY to third parties without the AUTHORITY's express prior written consent (which may be withheld for any reason or for no reason); provided, however, that in the event any such disclosure is compelled or threatened to be compelled under applicable provisions of law, the CITY will give the AUTHORITY sufficient prior written notice of the nature and timing of the requested disclosure, and the CITY will seek (or permit the AUTHORITY to so seek) a protective order or other protective arrangement permitted by applicable law.

The foregoing obligations of confidentiality and nonuse will continue until the earlier to occur of (1) completion, termination or abandonment of the real estate acquisitions contemplated by the AUTHORITY, or (2) for a period of four (4) years from the date of this Agreement, unless and until it can be clearly demonstrated by the CITY that the Protected Information: (A) was known to the CITY prior to its being disclosed to the CITY by the AUTHORITY (but only if the CITY promptly notifies the AUTHORITY of its current knowledge); (B) was in the public domain by publication when received by the CITY from the AUTHORITY or later comes into the public domain by publication through no act or fault of the CITY, or its agents, employees, subcontractors, licensees, invitees, representatives or affiliates; or (C) was disclosed to the CITY by a third party having the right to possess this information (other than the AUTHORITY or any of its agents, employees or affiliates) and the further right to disclose it to the CITY under conditions permitting the CITY to use it and disclose it freely.

B. Limitations on the CITY's Employees and Agents. The CITY will: (i) limit its employees, agents, subcontractors, loaned professionals, licensees, invitees, representatives or affiliates who are provided with Protected Information to those required to be aware of it;

(ii) advise such persons that each must comply with the foregoing obligations not to use and not to disclose the Protected Information, including predicating such disclosure to their agreeing to such obligations; and (iii) to the extent legally permissible, indemnify, defend and hold the AUTHORITY harmless against any failure of such persons to comply with such obligations.

CD. Documents Returned. Any and all materials involving Protected Information, including copies and materials containing excerpts of Protected Information, will be promptly returned to the AUTHORITY upon the expiration or any termination of this Agreement, and any work papers, memoranda or other writings incorporating the AUTHORITY Information and generated by the CITY will be promptly destroyed upon any such termination.

D. Remedies. Each party acknowledges, understands and agrees that a breach of this Section will cause irreparable injury to the other and that no adequate or complete remedy at law is available for such breach. Accordingly, each party (i) agrees that the other will be entitled to enforcement of this Section by injunction and (ii) irrevocably waives any defense based on the adequacy of the remedy at law which might be asserted as a bar to such injunctive relief.

4. Term and Termination.

A. Term. The term of the consulting arrangements under this Agreement will be from _____, 2009 through and including December 31, 2009, unless sooner terminated in accordance with Subsection (B) following.

B. Generally. Either party may terminate this Agreement at any time upon 30 days' prior written notice. Either party may terminate this Agreement at any time for "cause" following 15 days' prior written notice. For purposes of this Agreement, "cause" will be limited to (i) any actions or failures to act which result in a significant and continuing detriment to either party, (ii) the material breach by the CITY of this Agreement (including without limitation the material failure to provide the services contemplated by this Agreement in accordance with generally accepted professional standards, (iii) a material breach by the AUTHORITY of this Agreement (including without limitation the material failure to pay the parties entitled thereto the compensation contemplated by this Agreement), or (iv) willful failure to respond within a reasonable time to a request by the AUTHORITY's Executive Director which is reasonable in light of the CITY's duties as described in Section 1.

C. Effect of Termination. After the expiration or termination of this Agreement, neither party has any further obligation to the other, except (i) no termination of this Agreement under any provision of this Section will prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination; (ii) termination of this Agreement will not terminate or otherwise affect the rights and obligations set forth in Sections 2, 3, 5, 7 and this Section 4 (which will survive expiration or termination as independent obligations); and (iii) compensation and expenses due as a result of services rendered in accordance with the terms of this Agreement prior to the date termination becomes effective (the "Effective Date") shall be as follows:

- i.. if the CITY terminates this Agreement for cause, on the Effective Date the CITY shall be entitled to payment of compensation (if any) and expenses accrued as of the Effective Date as a result of services rendered in accordance with the terms of this Agreement;
- ii. if the CITY terminates this Agreement without cause, the CITY shall not be entitled to any payment of compensation (if any) and expenses accrued as a result of services rendered in accordance with the terms of this Agreement, except for any amounts already paid to the CITY prior to the Effective Date;
- iii. if the AUTHORITY terminates this Agreement for cause, the CITY shall not be entitled to any payment of compensation (if any) and expenses accrued as a result of services rendered in accordance with the terms of this Agreement, except for any amounts already paid to the CITY prior to the Effective Date; provided, however, that if the AUTHORITY terminates this Agreement for cause, the AUTHORITY reserves the right to contest any amounts paid or alleged to be due for payment, if the related services serve as the basis for the termination for cause; and
- iv. if the AUTHORITY terminates this Agreement without cause, the CITY shall be entitled to payment equal to the amount of expenses, plus compensation, accrued as of the Effective Date as a result of services rendered in accordance with the terms of this Agreement.

5. Independent Contractor. The CITY is an independent contractor of the AUTHORITY and not an employee of the AUTHORITY, and each of the parties will take actions consistent with the foregoing. Without limiting the foregoing, the CITY acknowledges and agrees that the AUTHORITY will not include employees of the CITY in any of its employee benefit plans, and the CITY will pay all taxes on the fees paid to it.

6. [RESERVED.]

7. Miscellaneous.

A. Notices. Each notice under this Agreement will be in writing and given either in person or by a nationally recognized next business day delivery service or first class mail, postage and any other costs prepaid, to the address of the party being given notice set forth below its signature or to such other address as a party may furnish to the other as provided in this sentence; and if notice is given pursuant to the foregoing of a permitted successor or assign, then notice will thereafter be given pursuant to the foregoing to such permitted successor or assign.

B. Assignment; Binding Nature. No assignment, transfer or delegation, whether by merger or other operation of law or otherwise, of any rights or obligations under this Agreement by a party will be made without the prior written consent of the other party (which will not be unreasonably withheld or delayed); provided, however, that given the personal nature of the services to be provided by the CITY to the AUTHORITY pursuant to this Agreement, it is not expected that the AUTHORITY will consent to the CITY's assignment, transfer or delegation; and provided, further, that AUTHORITY may assign this Agreement without the CITY's consent to any successor implementing authority or to any person it controls, is controlled by or is in common control with or (upon notice to the CITY) involves a joint venture as to which it owns a

substantial interest. This Agreement is binding upon the parties and their respective legal representatives, heirs, devisees, legatees or other successors and assigns and inures to the benefit of the parties and their respective permitted legal representatives, heirs, devisees, legatees or other permitted successors and assigns.

C. Certain Definitions. For purposes of this Agreement (whether or not underlined): (i) "applicable law" means each provision of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (ii) "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body or person; (iii) "party" and "parties" and variations of such means each or all, as appropriate, of the persons who have executed and delivered this Agreement, each permitted successor or assign of such a party, and when appropriate to effect the binding nature of this Agreement for the benefit of another party, any other successor or assign of such a party; (iv) "person" means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association, institution, or other entity or governmental authority; (v) "will" has the same meaning as "shall" and thus means an obligation and an imperative and not a futurity; and (vi) "this Agreement" includes any amendments or other modifications and supplements, and all exhibits and other attachments, to it.

D. Certain Rules of Construction. For purposes of this Agreement: (i) "including" and any other words or phrases of inclusion will not be construed as terms of limitation, so that references to "included" matters will be regarded as non-exclusive, non-characterizing illustrations; (ii) "will" has the same meaning as "shall" and thus means an obligation and an imperative and not a futurity; (iii) "Section," "Subsection" or "Exhibit" refers to such item of or to this Agreement; (iv) titles and captions of or in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions; (v) whenever the context requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders; (vi) each exhibit and schedule referred to in this Agreement and each attachment to any of them or this Agreement is hereby incorporated by reference into this Agreement and is made a part of this Agreement as if set out in full in the first place that reference is made to it; and (vii) acknowledging that the parties have participated jointly in the negotiation and drafting of this Agreement, if an ambiguity or question of intent or interpretation arises as to any aspect of this Agreement, then it will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

E. Integration; Amendment; Waiver. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior agreements, if any, of the parties with respect to its subject matter, and except as provided in Section 7(I), may not be amended except in writing signed by the party against whom the change is being asserted. The failure of any party at any time or times to require the performance of any provisions of this Agreement will in no manner affect the right to enforce such provisions; and no waiver by any party of any

provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

F. Dispute Resolution/Judicial Proceedings. If a dispute arises out of or relates to this Agreement or the breach thereof, the parties shall attempt to settle the matter between themselves. If no agreement can be reached the parties shall use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator shall be shared equally by the parties. In the event of litigation, the prevailing party shall be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause shall be contained in all other contracts executed by the AUTHORITY concerning or related to this contract and all subcontracts executed by the CITY. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in or for Fulton County, Georgia. Each party hereby unconditionally and irrevocably consents to the jurisdiction of such courts and waives its rights to bring any action or proceeding against the other party except in such courts.

G. Controlling Law. This Agreement is governed by, and will be construed and enforced in accordance with the laws of the State of Georgia.

H. Copies. This Agreement may be executed in one or more counterparts (one counterpart reflecting the actual or facsimile signatures of all of the parties), each of which will be deemed to be an original, and it will not be necessary in making proof of this Agreement or its terms to account for more than one of such counterparts. This Agreement may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Agreement and attached to another copy in order to form one or more counterparts.

I. Supplemental Work. The AUTHORITY and the CITY may request any consultants or contractors engaged pursuant to this Agreement to perform work that is supplemental to the work that is to be performed under the foregoing provisions of this Agreement (the "Supplemental Work"); provided, however, that no such Supplemental Work shall cause the amount of compensation required to be paid by the AUTHORITY to exceed). For each Supplemental Work project, if any, that the AUTHORITY requests and the CITY agrees to perform or cause to be performed, the AUTHORITY shall pay compensation to the CITY (or the parties entitled thereto) based on an hourly rate agreed to by the AUTHORITY and the CITY, and the AUTHORITY and the CITY shall execute a one page Addendum to this Agreement for each such Supplemental Work Project describing the scope of the Supplemental Work and the City's hourly or other applicable rate. Any such Addendum and Supplemental Work shall be governed by all terms of this Agreement

DULY EXECUTED and delivered by the AUTHORITY and the CITY, effective as of _____, 2009.

AUTHORITY:

McPHERSON PLANNING LOCAL
REDEVELOPMENT AUTHORITY, INC.

By: _____
Jack C. Sprott
Executive Director

Address: 86 Pryor Street, Suite 300
Atlanta, Georgia 30303

CITY:

CITY OF ATLANTA

By: _____
Its: _____
Address: _____

EXHIBIT A
STAFFING PROPOSAL AND SCOPE OF WORK
MCPHERSON PLANNING LOCAL REDEVELOPMENT AUTHORITY

April 29, 2009

Re-zoning Costs

The intent of this scope of work is to establish a Special Public Interest district for Fort McPherson by overlay designation on the official zoning map of the City of Atlanta or by SPI districts shown on the zoning map. The intent of existing City of Atlanta regulations is to permit creation of the Special Public Interest (SPI) Districts for areas (1) officially designated as having special and substantial public interest in protection of existing or proposed character or (2) that surround individual buildings or grounds where there is special and substantial public interest in protecting such buildings and their visual environment and (3) in other cases where special and substantial public interest requires modification of existing zoning regulations or repeal and replacement of such regulations, for the accomplishment of special public purposes for which the district was established. Chapter 18 of the zoning code states, "It is further intended that such districts and the regulations established therein shall be in accord with and promote the purposes set forth in the comprehensive development plan and other officially adopted plans of the city in accordance with it, and shall encourage land use and development in substantial accord with the physical design set forth therein." It is the intent of the MPLRA that the SPI zoning will reflect the McPherson Landuse Plan completed in 2007. The MPLRA shall cause recommendations for specific SPI zoning amendments to be prepared by the Bureau of Planning, on its own initiative. The recommendation shall include the required maps indicating the new district zoning designation. The recommendation shall include proposed regulations designed to promote the special purposes of the district and shall set forth procedural requirements for building and other special permits.

On February 26, 2008 the McPherson Planning Local Redevelopment Authority signed a Memorandum of Understanding with the United States, acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing) (Army) reiterating the framework laid out in the Base Redevelopment and Reuse Manual dated March 1, 2006 (DoD 4165.66-M) as it relates to the disposal of surplus real and personal property at the former Fort McPherson, Georgia, under and pursuant to the 1990 Defense Base Realignment and Closure Act, as amended (10 U.S.C. § 2687 note) (the "BRAC Law").

The purpose of the MOU is to delineate a framework for the Army and the MPLRA to work cooperatively to achieve disposition of surplus real property at Fort McPherson, Georgia under and pursuant to the BRAC Law.

Currently, Ft McPherson is scheduled to close by 14 September 2011. It is the desire and intent of the US Army, after completion of the National Environmental Policy Act (NEPA) process and compliance with the Comprehensive Environmental Response, Compensation, and Liability Act

(CERCLA), to complete the property conveyance by the time of the installation closing. To that end, both parties agreed to focus adequate resources to pursue a list of actions. One of the important implementation actions under the responsibility of the MPLRA was the establishment of zoning for the Fort McPherson property.

The MOU recognizes and both parties understand the importance of the pre-establishment of zoning for Fort McPherson prior to its September 2011 closing. For both parties, the zoning removes the uncertainty and reduces the risk for potential developers bidding on the purchase of properties. For the Army, the zoning would put the protective legal covenants in place to protect the historic structures within the National Historic Register District as will be mandated by the Programmatic Agreement between the US Army and the State Historic Preservation Office. MPLRA Staff has been moving forward to begin the re-zoning process for Fort McPherson. Earlier meetings with City of Atlanta Attorneys led to a February 16th meeting with Mr. James Shelby, Commissioner of the City of Atlanta's Department of Planning and Community Development and his attorneys and staff. Mr. Shelby was enthusiastic in his support of a re-zoning of Fort McPherson to mirror the Reuse Plan and establish protective zoning for the Historic District. However, he explained that due to the current financial crisis being experienced within City government and the mandated cut-backs in staffing and hours that he no longer had adequate staffing to support the blueprint for the redevelopment of Fort McPherson. In fact, all City offices, including the Mayor's Office, are closed on Fridays and employees are losing a day's pay every week.

I requested that Mr. Shelby provide a staffing proposal as a prerequisite to a contract to do the Fort McPherson zoning and suggested that a combination of existing and contracted employees could address the McPherson zoning by contracting with a team that would work the project full-time for 6 months and allocating the appropriate time during the week for existing employees. Outlined below is a proposed staffing plan to accomplish goals, objectives and tasks for the establishment of a Zoning Blueprint for the redevelopment of Fort McPherson in support of the mission: This team will work under the supervision of the Director of the Bureau of Planning.

Staff	Salary	Comments
Principal Planner	\$67,397.00 (\$32.40/hr.) (\$32.40 x 1,040 hrs) 6 month total: \$33,696	Will serve as manager of the zoning blueprint process
Senior Planner	\$58,506.00 (\$28.13/hr.) \$28.13 x 1,040 hrs) 6 month total: \$29,255	Provide senior level technical support in the review of zoning research and will draft required legislation. Coordinate public participation program.
Planner I	\$50,788.00 (\$24.42/hr.) \$24.42 x 1,040 hrs) 6 month total: \$25,397	Assist in public participation, provide technical support to team and collect data.
Planning Resource	\$47,319.00 (\$22.75/hr.)	Provide general

Coordinator	\$22.75 x 1,040 hrs) 6 month total: \$23,660	administrative and planning support to the project team.
GIS Technician I	\$37,258.00 (\$17.91/hr.) \$17.91 x 1,040 hrs) 6 month total: \$18,626	Responsible for the creation of databases, demographic reports, tables and graphics and integration of planning activity with the City's existing GIS systems.

Under the current market, it is the opinion of the Department of Planning that they could find and hire these professionals on a temporary contract (6 months) and these folks would seize the opportunity to be a part of such an exciting project. The Department of Planning does not have a Principle GIS technician in-house so the model was adjusted to include a GIS Technician I. In the past, the Department has used Georgia Tech graduate students and could look at funding the position for a six-month period. These professionals would work for the McPherson Implementing LRA under the supervision of the Department of Planning under the terms of a contract between the Department and the MILRA. The term of the project is estimated to be six months.